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Attorneys for the United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,
v.
REAL PROPERTY LOCATED, AT 6557
ASCOT DRIVE, OAKLAND, CALIFORNIA,

Defendants.

Case No. C 02-4948 JSW

THIRD AMENDMENT TO THE MAY 8,
2009 STIPULATED OCCUPANCY
AGREEMENT

AND RELATED CROSS-ACTION

THIRD AMENDMENT TO THE
STIPULATED OCCUPANCY AGREEMENT

The Parties stipulate and agree as follows:

1) Plaintiff is the United States of America. Defendant is the Real Property Located at 6557 Ascot Drive, Oakland, California ("defendant 6557 Ascot Drive"). Appearing as Claimants after filing a claim, and answer are (1) Steven Fontaine and Niloufer Fontaine, his wife ("Fontaine Claimants"); and (2) Hereford Humanitarian Business Trust, Huibert Johannes Van Praag and Longmead Properties Limited ("Investor Claimants"). The United States and Claimants are hereinafter referred to as the "Parties" in this document.

2) The purpose of this Third Amended Occupancy Agreement ("3d Amended SOA") is to amend the Stipulated Occupancy Agreement ("SOA") filed May 8, 2009, as amended on July 2, 2009, and as further amended on August 28, 2009, to authorize the Fontaine Claimants to continue to reside at defendant 6557 Ascot Drive from October 12, 2009 to and including November 1, 2009 on the terms set forth below.

3) This extension of the lease period is conditioned upon the Fontaine Claimants paying \$ 2,581 in rent as provided below on or before October 2, 2009 to extend their occupancy to and including November 1, 2009. This payment condition is material and unless it is met, this 3d Amended SOA is ineffective to extend the lease period.

4) The Parties stipulated to an occupancy agreement which was entered by the Court as an order on May 8, 2009, the Parties filed a first amendment to that stipulated occupancy agreement ("1st Amended SOA") which the Court entered as an order on July 2, 2009, and the Parties filed a second amendment to that stipulated occupancy agreement ("2nd Amended SOA") which the Court entered as an order on August 28, 2009. *See* SOA, filed May 8, 2009; 1st Amended SOA, filed July 2, 2009; 2nd Amended SOA filed August 28, 2009. Except to the extent that the Parties agree in this

1 3d Amended SOA to expressly amend or modify the SOA as amended by the 1st and 2nd Amended
2 SOA's, the Parties agree that the SOA as amended by the 1st and 2nd Amended SOA's is in effect.
3 To the extent that any provision in this 3d Amended SOA is inconsistent with the SOA as amended
4 by the 1st and 2nd SOA's, this 3d Amended SOA controls.

5 3) The 2st Amended SOA replaced the date "September 12, 2009" in paragraphs 2, 5
6 and 11 of the SOA with the date "October 12, 2009." That date, "October 12, 2009," is now hereby
7 changed to read "November 1, 2009" if the Fontaine Claimants pay the rental of \$ 2,581 on or before
8 October 2, 2009.

10 4) The Parties agree that the Fontaine claimants shall pay \$ 2,581 as rent for the
11 period from October 12, 2009 to and including November 1, 2009, which rent is due and payable on
12 or before October 2, 2009. The payment shall be made in accordance with paragraph 7 of the 1st
13 Amended SOA, and failure to do so on or before October 2, 2009 requires the Fontaine claimants to
14 vacate the premises and remove their personal property on or before October 12, 2009. The
15 Fontaines agree that the provision in the 1st Amended SOA that they pay by cashier's check is and
16 must be interpreted to mean payment literally by a cashier's check and by no other instrument or
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1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
 2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: Sept. 30, 2009, 2009.

JOSEPH RUSSONIELLO, United States Attorney

5 By: Patricia J. Kenney
 6 Patricia J. Kenney Assistant United States Attorney
 7 Attorneys for the United States

8 Dated: _____, 2009.

COOPER, WHITE & COOPER, LLP

9 By: _____
 10 Stephen D. Kaus
 Attorneys for Hereford Humanitarian Bus. Trust

11 Dated: _____, 2009.

DONOVAN HATEM, LLP

12 By: _____
 13 Darrell Mook
 14 Attorneys for Claimant Hereford Human. Bus. Trust

15 Dated: _____, 2009.

CLARENCE & DYER, LLP

16 By: _____
 17 Kate Dyer
 18 Attorneys for Huibert Van Praag and
 Longmead Properties LLP

19 Dated: _____, 2009.

 Stephen Fontaine, Claimant

20 Dated: _____, 2009.

 Niloufer Fontaine, Claimant

21 Dated: _____, 2009.

LAW OFFICES OF JAMES M. BRADEN

22 By: _____
 23 James M. Braden, Attorneys for Claimants

24 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
 25 _____ DAY OF _____, 2009.

26 _____
 27 HONORABLE JEFFREY S. WHITE,
 U.S. District Court

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IT IS SO STIPULATED:

Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

By: _____
Patricia J. Kenney Assistant United States Attorney
Attorneys for the United States

Dated: 9/30, 2009. COOPER, WHITE & COOPER, LLP

By: [Signature]
Stephen D. Kaus
Attorneys for Hereford Humanitarian Bus. Trust

Dated: 9/30, 2009. DONOVAN HATEM, LLP

By: [Signature]
Darrell Mook
Attorneys for Claimant Hereford Human. Bus. Trust

Dated: 10/1, 2009. CLARENCE & DYER, LLP

By: [Signature]
Kate Dyer
Attorneys for Huibert Van Praag and
Longmead Properties LLP

Dated: _____, 2009.

Stephen Fontaine, Claimant

Dated: _____, 2009.

Niloufer Fontaine, Claimant

Dated: _____, 2009. LAW OFFICES OF JAMES M. BRADEN

By: _____
James M. Braden, Attorneys for Claimants

IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
____ DAY OF _____, 2009.

HONORABLE JEFFREY S. WHITE,
U.S. District Court

1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
 2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

5 By: _____
 6 Patricia J. Kenney Assistant United States Attorney
 7 Attorneys for the United States

8 Dated: _____, 2009. COOPER, WHITE & COOPER, LLP

9 By: _____
 10 Stephen D. Kaus
 11 Attorneys for Hereford Humanitarian Bus. Trust

12 Dated: _____, 2009. DONOVAN HATEM, LLP

13 By: _____
 14 Darrell Mook
 15 Attorneys for Claimant Hereford Human. Bus. Trust

16 Dated: _____, 2009. CLARENCE & DYER, LLP

17 By: _____
 18 Kate Dyer
 19 Attorneys for Huibert Van Praag and
 20 Longmead Properties LLP

21 Dated: Sept 30, 2009.

22 Dated: Sept. 30, 2009.

23 Stephen Fontaine, Claimant

24 Niloufer Fontaine, Claimant

25 Dated: October 1, 2009.

26 LAW OFFICES OF JAMES M. BRADEN
 27 By: James M. Braden
 28 James M. Braden, Attorneys for Claimants

IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
 7 DAY OF October, 2009.

Jeffrey S. White
 HONORABLE JEFFREY S. WHITE,
 U.S. District Court

THIRD AMENDMENT TO THE
 STIPULATED OCCUPANCY AGREEMENT

Received Time Oct. 1. 9:06AM